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8
9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA
11

12 TERESITA GONZALES, an individual;

13 Plaintiff,

14 vs.

15 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, an Illinois
16 Company; DOES I through X; and ROE
CORPORATIONS XI through XX,
17

18 Defendants.

CASE NO.: 2:15-cv-00428-GMN-CWH

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

19 It appearing to the Court that the Plaintiff, TERESITA GONZALES ("Plaintiff"),
20 Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State
21 Farm"), are in agreement that State Farm possesses proprietary policies and procedures
22 that include confidential information that may be subject to discovery in the proceedings
23 in this matter but which should not be made available to the public generally, this Court
24 hereby orders that:

25 1. This Confidentiality Agreement and Protective Order ("Order") shall govern
26 certain discovery and document production among the parties, as well as discovery and
27 document production from third parties, in the above-referenced action.

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1 2. For purposes of this Order, the term “Confidential Information” shall refer to:
2 (1) information which any party or non-party believes in good faith to be a trade secret or
3 confidential research, development, commercial, or other proprietary business
4 information within the meaning of FRCP 26(c)(1)(G); and (2) documents and/or testimony
5 that may reveal confidential, proprietary, personal or commercially sensitive information.
6 Such Confidential Information may be contained in any written, printed, recorded, or
7 graphic matter of any kind, and shall retain its confidential designation regardless of the
8 medium on which it is produced, reproduced, or stored. Such Confidential Information
9 may also be elicited at deposition or through written discovery.

10 3. Whenever any party or non-party desires to designate information
11 contained in a document as Confidential Information, the designating party shall mark
12 each page of the document with the word “CONFIDENTIAL” and identify such
13 Confidential Information at the time of production. Confidential Information may be used
14 in the course of depositions in accordance with this Order.

15 4. Transcripts or exhibits from any deposition or hearing shall be temporarily
16 designated as “Confidential” and be treated as subject to the terms of this Order. Within
17 forty-five (45) days of receipt of such transcripts and exhibits, Counsel will designate the
18 pages of the transcripts or exhibits which shall remain designated as “Confidential” and
19 will advise all other parties. If no designation is made within forty-five (45) days, the
20 entire transcript and all exhibits will be deemed not confidential.

21 5. All documents produced or information disclosed and any other records
22 designated as “confidential” by State Farm shall be revealed only to:

- 23 a) Plaintiff;
- 24 b) Plaintiff’s counsel of record in this case;
- 25 c) Defendant;
- 26 d) Defendant’s counsel of record in this case;
- 27 e) Paralegals and secretarial employees under counsel's direct supervision;

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- 1 f) Outside photocopying, translating, document management, and exhibit
- 2 preparation services engaged by a party for purposes of this litigation;
- 3 g) Persons employed by counsel to act as consultants or experts in this action;
- 4 h) Any other person State Farm agrees in writing may be shown such
- 5 documents; and
- 6 i) The Court and court personnel, stenographic reporters, and videographers
- 7 at depositions taken in this action, and any jury empanelled in this action,
- 8 subject to the protections of Paragraphs 3, 4, and 9 of this Order;

9 6. The information considered as “confidential” and disclosed only in accord
10 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training
11 materials, and any other information or documentation supplied by State Farm and
12 designated as “Confidential.”

13 7. Documents deemed confidential by State Farm shall be used only for the
14 purposes of prosecuting or defending this action. Under no circumstances shall
15 information or materials covered by this Order be disclosed to or discussed with anyone
16 other than the individuals designated in Paragraph 5.

17 8. Counsel will ensure that those who receive “Confidential” information are
18 aware of the Confidentiality Agreement and Protective Order.

19 9. Prior to filing any motion wherein information designated as “Confidential” is
20 attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and County of*
21 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for Defendant reasonable
22 time, but in any event not fewer than 5 judicial days, to file a motion pursuant to LR 10-
23 5(b) and *Kamakana* to show particularized good cause or particularized compelling
24 reasons to file those documents under seal.

25 LR 10-5(b) provides:

26 Unless otherwise permitted by statute, rule or prior Court
27 order, papers filed with the Court under seal shall be
28 accompanied by a motion for leave to file those documents
under seal, and shall be filed in accordance with the Court's

1 electronic filing procedures. If papers are filed under seal
2 pursuant to prior Court order, the papers shall bear the
3 following notation on the first page, directly under the case
4 number: "FILED UNDER SEAL PURSUANT TO COURT
5 ORDER DATED ____." All papers filed under seal will
6 remain sealed until such time as the Court may deny the
7 motion to seal or enter an order to unseal them, or the
8 documents are unsealed pursuant to Local Rule.

9 Pursuant to *Kamakana* and LR 10-5(b), any documents designated as
10 "Confidential" and attached to a non-dispositive motion must be accompanied by a motion
11 showing a particularized good cause for leave to file those documents under seal. And,
12 any documents designated as "Confidential" and attached to a dispositive motion must be
13 accompanied by a motion showing a particularized compelling reason for leave to file
14 those documents under seal.

15 10. This Order is subject to revocation and modification by Order of the Court
16 upon written stipulation of the parties, or upon motion and reasonable notice, including
17 opportunity for hearing and presentation of evidence.

18 11. Any party objecting to the designation of any information as Confidential
19 Information shall clearly state the basis for the objection in a letter to counsel for the party
20 making the designation. If the parties are unable to resolve the objection, the objecting
21 party may move the Court to do so. Until an objection to the designation of information
22 has been resolved by agreement of counsel or by order of the Court, the information shall
23 be assumed to be properly designated, and shall be subject to the terms of this Protective
24 Order.

25 12. This Confidentiality Agreement and Protective Order shall survive the
26 termination of this case and counsel shall take no action to violate this Agreement.
27 However, this clause does not require counsel to take actions contrary to the Rules of
28 Professional Conduct, which impose an obligation upon counsel to safeguard client
property for a reasonable period of time.

13. In any action or proceeding to enforce this Order, or pursuant to paragraph
12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and

1 costs, without limiting any other relief that may be available, provided the Court
2 determines there was a willful and malicious violation of the Confidentiality Agreement
3 and Protective Order.

4 14. This Order shall remain in effect after the conclusion of this case and the
5 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

6 15. This Order may be executed in counterparts, each of which shall constitute
7 one and the same agreement.

8 DATED this 27th day of August, 2015.

DATED this 27th day of August, 2015.

9 JAMES KWON, LLC.

LEWIS BRISBOIS BISGAARD & SMITH LLP


10 By /s/ James W. Kwon.

11 By /s/ Danielle C. Miller

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*Attorneys for Defendant State Farm
Mutual Automobile Insurance Company*

18 IT IS SO ORDERED:

19 
20 UNITED STATES MAGISTRATE JUDGE

21
22 DATED: August 28, 2015

EXHIBIT A

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE
ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' **STIPULATED CONFIDENTIALITY AND PROTECTIVE ORDER** in the lawsuit captioned *Teresita Gonzales v. State Farm Mutual Automobile Insurance Company* (United States District Court Case No. 2:15-cv-00428-GMN-CWH). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement And Protective Order* in the same manner as Plaintiffs, Defendant and their attorneys.

DATED this ____ day of _____, 2015.

By:

Litigation Participant - Signature

Name (Printed)

Street Address

City State Zip

Occupation or Business